

148. During the period December 2001 to September 2002, NOS/ANI employees following the Winback Script told existing or former customers that they would each lose telephone service unless they signed a NOS/ANI LOA.
149. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that it would lose telephone service unless it signed a NOS/ANI LOA, the statement was false.
150. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that it would lose telephone service unless it signed a NOS/ANI LOA, the NOS/ANI employee knew the statement was false.
151. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that it would lose telephone service unless it signed a NOS/ANI LOA, NOS/ANI Management knew the statement was false.
152. During the period December 2001 to September 2002, NOS/ANI employees told existing or former customers that, if the existing or former customer did not sign a NOS/ANI LOA on that particular call, the customer's telephone service would be disconnected.
153. On one or more occasions when a NOS/ANI employee following the Winback Script told an existing or former customer that, if it failed to agree to sign a NOS/ANI LOA on that particular call, the customer's telephone service would be disconnected, the statement was false.

154. When a NOS/ANI employee following the Winback Script told an existing or former customer that, if it failed to agree to sign a NOS/ANI LOA on that particular call, the customer's telephone service would be disconnected, the NOS/ANI employee knew the statement was false.
155. When a NOS/ANI employee following the Winback Script told an existing or former customer that, if it failed to agree to sign a NOS/ANI LOA on that particular call, the customer's telephone service would be disconnected, NOS/ANI Management knew the statement was false.
156. During the period December 2001 to September 2002, NOS/ANI employees following the Winback Script told existing or former customers that NOS/ANI was at risk of being fined by the FCC for slamming if the customer failed to sign a NOS/ANI LOA.
157. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that NOS/ANI was at risk of being fined by the FCC for slamming if the customer failed to sign a NOS/ANI LOA, the statement was false.
158. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that NOS/ANI was at risk of being fined by the FCC for slamming if the customer failed to sign a NOS/ANI LOA, the NOS/ANI employee knew the statement was false.
159. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that NOS/ANI was at risk

of being fined by the FCC for slamming if the customer failed to sign a NOS/ANI LOA, NOS/ANI Management knew the statement was false.

160. During the period December 2001 to September 2002, NOS/ANI employees following the Winback Script told existing or former customers that the FCC required NOS/ANI to have a current NOS/ANI LOA for the customer on file in order to carry the customer's service during an interim period while the customer's service was being switched to a new carrier.
161. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that the FCC required NOS/ANI to have a current NOS/ANI LOA for the customer on file to carry the customer's service during an interim period while the customer's service was being switched to a new carrier, the statement was false.
162. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that the FCC required NOS/ANI to have a current NOS/ANI LOA for the customer on file in order to carry the customer's service during an interim period while the customer's service was being switched to a new carrier, the NOS/ANI employee knew the statement was false.
163. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that the FCC required NOS/ANI to have a current NOS/ANI LOA for the customer on file in order to carry the customer's service during an interim period while the customer's

service was being switched to a new carrier, NOS/ANI Management knew the statement was false.

164. During the period December 2001 to September 2002, NOS/ANI employees following the Winback Script told existing or former customers that the FCC had approved a particular LOA form for NOS/ANI's use.
165. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that the FCC had approved a particular LOA form for NOS/ANI's use, the statement was false.
166. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that the FCC had approved a particular LOA form for NOS/ANI's use, the NOS/ANI employee knew the statement was false.
167. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that the FCC had approved a particular LOA form for NOS/ANI's use, NOS/ANI Management knew the statement was false.
168. During the period December 2001 to September 2002, NOS/ANI employees following the Winback Script told existing or former customers that, if the customer failed to sign a NOS/ANI LOA for all of its telephone lines, all the lines would be cut off, not just the lines that were not switched to the new carrier.
169. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that, if the customer failed

to sign a NOS/ANI LOA for all of its telephone lines, all the lines would be cut off, not just the lines that were not switched to the new carrier, the statement was false.

170. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that, if the customer failed to sign a NOS/ANI LOA for all of its telephone lines, not just the ones that had not yet been switched by their new carrier, would be cut off, the NOS/ANI employee knew the statement was false:
171. On one or more occasions in which a NOS/ANI employee following the Winback Script told an existing or former customer that, if the customer failed to sign a NOS/ANI LOA for all of its telephone lines, not just the ones that had not yet been switched by their new carrier, would be cut off, NOS/ANI Management knew the statement was false.
172. During the period December 2001 to May 2002, NOS/ANI employees used the practice referred to as "calling as customer" ("CAC").
173. "CAC" means that a NOS/ANI employee would call a customer's local exchange carrier to complete the carrier change, pretending to be the customer.
174. When a NOS/ANI employee practiced "CAC," the NOS/ANI employee misrepresented his/her identity to an existing or former customer's local phone company in order to accomplish a carrier switch.
175. NOS/ANI management knew that, when a NOS/ANI employee practiced "CAC," the NOS/ANI employee misrepresented his/her identity to an existing

or former customer's local phone company in order to accomplish a carrier switch.

176. The NOS/ANI practice referred to as "CAC" is not permitted under 47 C.F.R. § 64.1120 as a method for switching a customers service provider.
177. Attachment B is a true and accurate copy of an audio tape recorded from NOS/ANI's NICE system.
178. Attachment C is a true and accurate transcription of the content of the audio tape contained in Attachment B.
179. Attachment D is a true and accurate copy of an audio tape recorded from NOS/ANI's NICE system.
180. Attachment E is a true and accurate transcription of the content of the audio tape contained in Attachment D.
181. Attachment F is a true and accurate copy of an audio tape recorded from NOS/ANI's NICE system.
182. Attachment G is a true and accurate transcription of the content of the audio tape contained in Attachment F.
183. Attachment H is a true and accurate copy of an audio tape recorded from NOS/ANI's NICE system.
184. Attachment I is a true and accurate transcription of the content of the audio tape contained in Attachment H.
185. Attachment J is a true and accurate copy of an audio tape recorded from NOS/ANI's NICE system.

186. *Attachment K is a true and accurate transcription of the content of the audio tape contained in Attachment J.*
187. Attachment L is a true and accurate copy of an audio tape recorded from NOS/ANI's NICE system.
188. Attachment M is a true and accurate transcription of the content of the audio tape contained in Attachment L.
189. Attachment N is a true and accurate copy of an audio tape recorded from NOS/ANI's NICE system.
190. Attachment O is a true and accurate transcription of the content of the audio tape contained in Attachment N.
191. Attachment P is a true and accurate copy of a letter dated April 5, 2002, and sent by Lionel Sawyer & Collins, attorneys on behalf of NOS/ANI, to the Office of Attorney General of the State of Nevada (the "Lionel Letter").
192. One or more members of NOS/ANI Management approved the content of the Lionel Letter.
193. At some time during the period December 2001 to the present, Heidi Auman was a member of NOS/ANI Management.
194. At some time during the period December 2001 to the present, Marty Mazzara was a member of NOS/ANI Management.
195. At some time during the period December 2001 to the present, Adam Bonaldi was a member of NOS/ANI Management.
196. At some time during the period December 2001 to the present, Jon Harris was a member of NOS/ANI Management.

197. During the period March to April 2002, David Martinez was a member of NOS/ANI Management.
198. During the period March to April 2002, Rune Johnson was an employee of NOS/ANI.
199. During the period March to April 2002, Mathew Manigold was an employee of NOS/ANI.
200. During the period March to April 2002, Sonia Schaad was an employee of NOS/ANI.
201. During the period March to April 2002, Raymond Perea was an employee of NOS/ANI.
202. During the period March to April 2002, Tammy Thomas was an A/R Branch Manager at NOS/ANI.
203. During the period March to April 2002, Jeff Duncan was an A/R Branch Manager at NOS/ANI.
204. During the period March to April 2002, Regal Megret was an employee of NOS/ANI.
205. At some time during the period December 2001 to the present, Regal Megret was a member of NOS/ANI Management.
206. Attachment Q contains true and accurate copies of NOS/ANI employee emails from the period March to April 2002.

Advanced Tex

207. Immediately prior to April 16, 2002, Advanced Tex ("Advanced") was a customer of NOS/ANI (d/b/a Horizon One).

208. On or about April 16, 2002, Advanced's telephone number was 989/643-5526.
209. On or about April 16, 2002, Advanced was located at 22040 Gratiot Road, Merrill, MI 48637.
210. On or about April 16, 2002, Advanced switched its IntraLATA and InterLata Service provider from NOS/ANI.
211. After Advanced had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Advanced for the purpose of inducing Advanced to switch its service provider back to NOS/ANI.
212. During the contact, the NOS/ANI employee utilized the Winback Script.
213. If the NOS/ANI employee convinced Advanced to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Advanced's service provider back to NOS/ANI.
214. The audio tape at Attachment F contains a true and accurate recording of a telephone conversation which occurred on or about April 16, 2002 and was recorded by NICE between NOS/ANI employee Marsha Gibbs and a representative of former NOS/ANI customer Advanced.
215. Attachment G beginning at page 35 line 17 and continuing to page 43 line 2 is a true and accurate transcript of a telephone conversation which occurred on or about April 16, 2002 and was recorded by NICE between NOS/ANI employee Marsha Gibbs and a representative of former NOS/ANI customer Advanced.

216. After Advanced had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Advanced and represented to Advanced that Advanced's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Advanced.
217. The NOS/ANI employee's statement that Advanced's new carrier switch was incomplete and NOS/ANI was still showing call traffic from Advanced was false.
218. At the time of the statement, the NOS/ANI employee knew that its statement that Advanced's new carrier switch was incomplete and NOS/ANI was still showing call traffic from Advanced was false.
219. NOS/ANI Management knew that, at the time of the statement, the statement that Advanced's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from Advanced was false.
220. After Advanced had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Advanced and represented that, if Advanced did not sign a NOS/ANI LOA, NOS/ANI would be keeping Advanced's lines up and running at a liability or risk to NOS/ANI.
221. The NOS/ANI employee's statement that, if Advanced did not sign a NOS/ANI LOA, NOS/ANI would be keeping Advanced's lines up and running at a liability or risk to NOS/ANI was false.
222. At the time of the statement, the NOS/ANI employee knew that its statement that, if Advanced did not sign a NOS/ANI LOA, NOS/ANI would be keeping Advanced's lines up and running at a liability or risk to NOS/ANI was false.

223. NOS/ANI Management knew that, at the time of the statement, the statement that, if Advanced did not sign a NOS/ANI LOA, NOS/ANI would be keeping Advanced's lines up and running at a liability or risk to NOS/ANI was false.
224. After Advanced had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Advanced and represented that Advanced's telephone service would be interrupted unless Advanced signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines.
225. The NOS/ANI employee's statement that Advanced's telephone service would be interrupted unless Advanced signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.
226. At the time of the statement, the NOS/ANI employee knew that its statement that Advanced's telephone service would be interrupted unless Advanced signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.
227. NOS/ANI Management knew that, at the time of the statement, the statement that Advanced's telephone service would be interrupted unless Advanced signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.
228. After Advanced had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Advanced and represented that Advanced had

to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service.

- 229. The NOS/ANI employee's statement that Advance had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.
- 230. At the time of the statement, the NOS/ANI employee knew that its statement that Advanced had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.
- 231. NOS/ANI Management knew that, at the time of the statement, the statement that Advanced had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.
- 232. After Advanced had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Advanced and represented that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service.
- 233. The NOS/ANI employee's statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service was false.
- 234. At the time of the statement, the NOS/ANI employee knew that its statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service was false.
- 235. NOS/ANI Management knew that, at the time of the statement, the statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service was false.

236. The NOS/ANI employee used misleading statements or practices in its attempt to induce Advanced to sign a NOS/ANI LOA.
237. Advanced did not authorize NOS/ANI to switch its service provider to NOS/ANI.
238. If NOS/ANI obtained Advanced's authorization to switch its carrier to NOS/ANI by convincing Advanced to execute a NOS/ANI LOA, NOS/ANI did so through the use of misleading statements or practices.
239. Advanced did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.

All-Tek Transportation

240. Immediately prior to April 1, 2002, All-Tek Transportation ("All-Tek") was a customer of NOS/ANI (d/b/a CierraCom Systems).
241. On or about April 1, 2002, All-Tek's telephone number was 724/872-6709.
242. On or about April 1, 2002, All-Tek was located at Route 70 (Smithton Road), Smithton, PA 15479.
243. On or about April 1, 2002, All-Tek switched its preferred IntraLATA and InterLATA Service provider from NOS/ANI.
244. After All-Tek had switched its service provider from NOS/ANI, a NOS/ANI employee contacted All-Tek for the purpose of inducing All-Tek to switch its service provider back to NOS/ANI.
245. During the contact, the NOS/ANI employee utilized the Winback Script.
246. If the NOS/ANI employee convinced All-Tek to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of

the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch All-Tek's service provider back to NOS/ANI.

247. After All-Tek had switched its service provider from NOS/ANI, a NOS/ANI employee contacted All-Tek and represented that All-Tek's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from All-Tek.
248. The NOS/ANI employee's statement that All-Tek's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from All-Tek was false.
249. At the time of the statement, the NOS/ANI employee knew that its statement that All-Tek's new carrier switch was incomplete and NOS/ANI was still showing call traffic from All-Tek was false.
250. NOS/ANI Management knew that, at the time of the statement, the statement that All-Tek's new carrier switch was incomplete and that NOS/ANI was still showing call traffic from All-Tek was false.
251. After All-Tek had switched its service provider from NOS/ANI, a NOS/ANI employee contacted All-Tek and represented that All-Tek's telephone service would be interrupted unless All-Tek signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines.
252. The NOS/ANI employee's statement that All-Tek's telephone service would be interrupted unless All-Tek signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.
253. At the time of the statement, the NOS/ANI employee knew that its statement that All-Tek's telephone service would be interrupted unless All-Tek signed a

NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.

254. NOS/ANI Management knew that, at the time of the statement, the statement that All-Tek's telephone service would be interrupted unless All-Tek signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.
255. On or about April 3, 2002, All-Tek signed a NOS/ANI LOA after the contact from NOS/ANI.
256. On or about April 3, 2002, NOS/ANI submitted a change request to switch All-Tek's service back to NOS/ANI.
257. The NOS/ANI employee used misleading statements or practices in its attempt to induce All-Tek to sign a NOS/ANI LOA.
258. All-Tek did not authorize NOS/ANI to switch its service provider to NOS/ANI.
259. If NOS/ANI obtained All-Tek's authorization to switch its carrier to NOS/ANI by convincing All-Tek to execute a NOS/ANI LOA, NOS/ANI did so through misleading statements or practices.
260. All-Tek did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.
261. On or about April 17, 2002, All-Tek again switched its service from NOS/ANI and added a PIC Freeze to its account.

Appeal Insurance Company

262. Immediately prior to December 3, 2001, Appeal Insurance Company ("Appeal") was a customer of NOS/ANI (d/b/a CierraCom Systems).
263. On or about December 3, 2001, Appeal's telephone number was 770/416-0975.
264. On or about December 3, 2001, Appeal was located at 5548 Naylor Court, Norcross, Georgia 30092.
265. On or about December 3, 2001, Appeal switched its preferred IntraLATA and InterLATA Service provider from NOS/ANI.
266. During the period December 3, 2001 to April 9, 2002, NOS/ANI employees contacted Appeal several times for the purpose of inducing Appeal to switch its service provider back to NOS/ANI.
267. During the contacts, the NOS/ANI employees utilized the Winback Script.
268. If the NOS/ANI employee convinced Appeal to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Appeal's service provider back to NOS/ANI.
269. On February 28, 2002, NOS/ANI submitted and caused to be executed an unauthorized preferred carrier change order for both InterLATA and IntraLATA Services for telephone number 770/797-9142, a new line established by Appeal on January 7, 2002.
270. Appeal did not authorize NOS/ANI to switch Appeal's service provider for telephone number 770/797-9142 to NOS/ANI.
271. In March 2002, Lesley Dicus was an employee of NOS/ANI.

272. Attachment R is a true and accurate copy of a NOS/ANI LOA dated March 7, 2002, signed by Jack Kill of Appeal and addressed to Ms. Dicus and sent to her with a letter, stating "I am writing this letter & signing the Letter of Authorization because I have been told these numbers will be shut off today."
273. On March 7, 2002, a NOS/ANI employee represented to Mr. Kill that Appeal's telephone service would be shut off that day if the company failed to sign a NOS/ANI LOA.
274. The NOS/ANI employee's statement that Appeal's telephone service would be shut off on March 7, 2002, if the company failed to sign a NOS/ANI LOA was false.
275. At the time of the statement, the NOS/ANI employee knew that its statement that Appeal's telephone service would be shut off on March 7, 2002, if the company failed to sign a NOS/ANI LOA was false.
276. NOS/ANI Management knew that, at the time of the statement, the statement that Appeal's telephone service would be shut off on March 7, 2002, if the company failed to sign a NOS/ANI LOA was false.
277. On March 7, 2002, a NOS/ANI employee represented to Appeal that the NOS/ANI LOA would be a temporary authorization, effective only until Appeal's chosen carrier had switched the service.
278. The NOS/ANI employee's statement that the NOS/ANI LOA would be a temporary authorization, effective only until Appeal's chosen carrier had switched the service was false.

279. At the time of the statement, the NOS/ANI employee knew that its statement that the NOS/ANI LOA would be a temporary authorization, effective only until the Appeal's chosen carrier had switched the service was false.
280. NOS/ANI Management knew that, at the time of the statement, the statement that the NOS/ANI LOA would be a temporary authorization, effective only until the Appeal's chosen carrier had switched the service, was false.
281. On or about March 8, 2002, Appeal unsuccessfully attempted to switch its telephone service from NOS/ANI.
282. NOS/ANI used the March 7, 2002, NOS/ANI LOA signed by Mr. Kill to prevent Appeal's preferred carrier from switching Appeal's service.
283. Appeal did not authorize NOS/ANI to prevent another carrier from switching Appeal's service provider away from NOS/ANI.
284. The NOS/ANI employee used misleading statements or practices in its attempt to induce Appeal to sign a NOS/ANI LOA.
285. If NOS/ANI obtained Appeal's authorization to prevent another carrier from switching Appeal's service from NOS/ANI by convincing Appeal to execute a NOS/ANI LOA, NOS/ANI did so through the use of misleading statements or practices.
286. Appeal did not expressly, knowingly or willingly authorize NOS/ANI to prevent another service provider from switching Appeal's service away from NOS/ANI.
287. In April 2002, NOS/ANI had an employee by the name of "Tosher" (phonetic spelling).

288. On April 9, 2002, "Tosher" contacted Appeal and spoke to Felicia Bailey, an Appeal employee.
289. On April 9, 2002, "Tosher" told Ms. Bailey that "Tosher" was not a member of the NOS/ANI sales department but was trying to keep Appeal's service up and running.
290. "Tosher's" statement that she was not a member of the NOS/ANI sales department was false.
291. At the time of the statement, "Tosher" knew that her statement that she was not a member of the NOS/ANI sales department was false.
292. NOS/ANI Management knew that, at the time of the statement, the statement that "Tosher" was not a member of the NOS/ANI sales department was false.
293. On April 9, 2002, "Tosher" told Ms. Bailey that Appeal's chosen carrier had requested the lines be switched in two days and Appeal's telephone service would be disconnected immediately if Appeal did not sign a NOS/ANI LOA.
294. "Tosher's" statement that Appeal's telephone service would be disconnected immediately if Appeal did not sign a NOS/ANI LOA was false.
295. At the time of the statement, "Tosher" knew that her statement that Appeal's telephone service would be disconnected immediately if Appeal did not sign a NOS/ANI LOA was false.
296. NOS/ANI Management knew that, at the time of the statement, the statement that Appeal's telephone service would be disconnected immediately if Appeal did not sign a NOS/ANI LOA was false.

297. During the period December 2001 and April 9, 2002, additional NOS/ANI employees contacted Appeal and represented that Appeal's telephone service would be interrupted unless Appeal signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines.
298. Each NOS/ANI employee's statement that Appeal's telephone service would be interrupted unless Appeal signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.
299. At the time it made the statement, each NOS/ANI employee knew that its statement that Appeal's telephone service would be interrupted unless Appeal signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.
300. NOS/ANI Management knew that, at the time that each statement was made, the statements that Appeal's telephone service would be interrupted unless Appeal signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines were false.
301. The NOS/ANI employees used misleading statements or practices in their attempts to induce Appeal to sign a NOS/ANI LOA.
302. If NOS/ANI employees obtained Appeal's authorization to switch its carrier to NOS/ANI by convincing Appeal to execute a NOS/ANI LOA, the employees did so through the use of misleading statements or practices.
303. Appeal did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.

304. Attachment S is a true and accurate copy of a fax sent by NOS/ANI employee, Jennifer Hubbard, to Mr. Kill of Appeal on October 15, 2001.

Arizconsin Group, Inc., d/b/a/ Crandon Nursing Home

305. Immediately prior to April 11, 2002, Arizconsin Group, Inc., d/b/a Crandon Nursing Home ("Crandon") was a customer of NOS/ANI.
306. On or about April 11, 2002, Crandon's telephone number was 715/478-3324.
307. On or about April 11, 2002, Crandon was located at 105 West Pioneer Street, Crandon, WI 54520.
308. On or about April 11, 2002, Crandon switched its preferred InterLATA and IntraLATA Service provider from NOS/ANI.
309. After Crandon had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Crandon for the purpose of inducing Crandon to switch its service provider back to NOS/ANI.
310. During the contact, the NOS/ANI employee utilized the Winback Script.
311. If the NOS/ANI employee convinced Crandon to sign a NOS/ANI LOA, NOS/ANI intended to use that document as authorization under section 258 of the Act and sections 64.1120(c) and 64.1130 of the Commission's Rules to switch Crandon's telephone service provider back to NOS/ANI.
312. After Crandon had switched its service provider away from NOS/ANI, a NOS/ANI employee contacted Crandon and represented that Crandon's new carrier switch was incomplete.
313. The NOS/ANI employee's statement that Crandon's new carrier switch was incomplete was false.

314. At the time of the statement, the NOS/ANI employee knew that its statement *that Crandon's new carrier switch was incomplete was false.*
315. NOS/ANI Management knew that, at the time of the statement, the statement that Crandon's new carrier switch was incomplete was false.
316. After Crandon had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Crandon and represented that Crandon's telephone service would be interrupted unless Crandon signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines.
317. The NOS/ANI employee's statement that Crandon's telephone service would be interrupted unless Crandon signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.
318. At the time of the statement, the NOS/ANI employee knew that its statement that Crandon's telephone service would be interrupted unless Crandon signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.
319. NOS/ANI Management knew that, at the time of the statement, the statement that Crandon's telephone service would be interrupted unless Crandon signed a NOS/ANI LOA to keep the lines up and running until the new carrier could finish switching the lines was false.
320. After Crandon had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Crandon and represented that, if Crandon did not sign a NOS/ANI LOA, NOS/ANI would be keeping Crandon's lines up and running at a liability or risk to NOS/ANI.

321. The NOS/ANI employee's statement that if Crandon did not sign a NOS/ANI LOA, NOS/ANI would be keeping Crandon's lines up and running at a liability or risk to NOS/ANI was false.
322. At the time of the statement, the NOS/ANI employee knew that its statement that if Crandon did not sign a NOS/ANI LOA, NOS/ANI would be keeping Crandon's lines up and running at a liability or risk to NOS/ANI was false.
323. NOS/ANI Management knew that, at the time of the statement, the statement that if Crandon did not sign a NOS/ANI LOA, NOS/ANI would be keeping Crandon's lines up and running at a liability or risk to NOS/ANI was false.
324. After Crandon had switched its service provider away from NOS/ANI, a NOS/ANI employee contacted Crandon and represented that Crandon had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service.
325. The NOS/ANI employee's statement that Crandon had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.
326. At the time of the statement, the NOS/ANI employee knew that its statement that Crandon had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.
327. NOS/ANI Management knew that, at the time of the statement, the statement that Crandon had to sign a NOS/ANI LOA by the close of the call to avoid an interruption in service was false.
328. After Crandon had switched its service provider from NOS/ANI, a NOS/ANI employee contacted Crandon and represented that a NOS/ANI LOA would be

a temporary authorization, effective only until the new carrier had completed the switch to its service.

329. The NOS/ANI employee's statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier completed the switch to its service was false.
330. At the time of the statement, the NOS/ANI employee knew that its statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier completed the switch to its service was false.
331. NOS/ANI Management knew that, at the time of the statement, the statement that a NOS/ANI LOA would be a temporary authorization, effective only until the new carrier had completed the switch to its service, was false.
332. Crandon signed a NOS/ANI LOA after the contact from the NOS/ANI employee.
333. Crandon did not authorize NOS/ANI to switch its service provider back to NOS/ANI.
334. The NOS/ANI employee used misleading statements or practices in its attempt to induce Crandon to sign a NOS/ANI LOA.
335. If NOS/ANI obtained Crandon's authorization to switch its carrier to NOS/ANI by convincing Crandon to execute a NOS/ANI LOA, NOS/ANI did so through the use of misleading statements or practices.
336. Crandon did not expressly, knowingly or willingly authorize NOS/ANI to switch its telephone service back to NOS/ANI.

337. Between April 13, 2002 and April 16, 2002, NOS/ANI attempted to use the
LOA to switch Crandon's service back from its preferred carrier to NOS/ANI.
338. On April 13, 2002, NOS/ANI sent the LOA to Frontier.
339. On April 13, 2002, Frontier rejected the LOA because the service carrier had
just been changed.
340. During the period April 13-16, 2002, a male NOS/ANI employee called
Frontier, the company that would execute carrier change orders on behalf of
Crandon, represented to a Frontier representative that he was Crandon
employee Chris Spencer and requested that Crandon's carrier be switched
back to NOS/ANI.
341. During the period April 13-16, 2002, the Frontier representative told the male
NOS/ANI employee that Frontier would call Crandon and confirm the switch.
342. Chris Spencer, the Crandon employee authorized to make changes for
Crandon's telephone service, is a female.
343. During the period April 13-16, 2002, Frontier refused to switch Crandon back
to NOS/ANI.
344. During the period April 13-16, 2002, a female NOS/ANI employee called
Frontier and requested Crandon be switched back to NOS/ANI.
345. During a telephone conversation, when the Frontier representative told the
female NOS/ANI employee that she was going to call Crandon, the female
NOS/ANI employee hung up.

Bank of Sierra